

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
COMMUNITY INTEREST COMPANY**

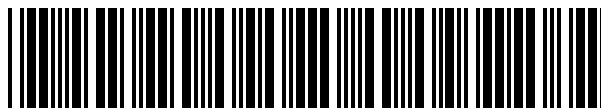
Company Number **15223627**

The Registrar of Companies for England and Wales, hereby certifies that

SARAH WOMEN'S CENTRE CIC

is this day incorporated under the Companies Act 2006 as a Community Interest Company; is a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **20th October 2023**



N15223627F



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **18/10/2023**

XCEFEVW1

<i>Company Name in full:</i>	SARAH WOMEN'S CENTRE CIC
<i>Company Type:</i>	Private company limited by guarantee
<i>Situation of Registered Office:</i>	England and Wales
<i>Proposed Registered Office Address:</i>	37 VICTORIA ROAD BIRMINGHAM WEST MIDLANDS UNITED KINGDOM B6 5EU
<i>Sic Codes:</i>	96090

Company Director *1*

Company Director 2

Type:	Person
Full Forename(s):	MS PATRYCJA
Surname:	NAWROCKA
Former Names:	
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/11/1982** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	Person
Full Forename(s):	MRS ANNA
Surname:	NAJS
Former Names:	
Service Address:	53A WRIGHT STREET BIRMINGHAM UNITED KINGDOM B10 9SP
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/07/1987** *Nationality:* **POLISH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MS PATRYCJA NAWROCKA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1982** *Nationality:* **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

<i>Nature of control</i>	The person holds, directly or indirectly, more than 50% but less than 75% of the voting rights in the company.
<i>Nature of control</i>	The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **ABDURRAHMAN SATTI**

Address **37 VICTORIA ROAD
BIRMINGHAM
WEST MIDLANDS
UNITED KINGDOM
B6 5EU**

Amount Guaranteed **1**

Name: **PATRYCJA NAWROCKA**

Address **37 VICTORIA ROAD
BIRMINGHAM
WEST MIDLANDS
UNITED KINGDOM
B6 5EU**

Amount Guaranteed **1**

Name: **ANNA NAJS**

Address **53A WRIGHT STREET
BIRMINGHAM
UNITED KINGDOM
B10 9SP**

Amount Guaranteed **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **ABDURRAHMAN SATTI**

Authenticated **YES**

Name: **PATRYCJA NAWROCKA**

Authenticated **YES**

Name: **ANNA NAJS**

Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of SARAH WOMEN'S CENTRE CIC

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
ABDURRAHMAN SATTI	Authenticated Electronically
PATRYCJA NAWROCKA	Authenticated Electronically
ANNA NAJS	Authenticated Electronically

Dated: 18/10/2023

The Companies Act 2006

Community Interest Company Limited by Guarantee

Articles of Association¹

of

SARAH WOMEN'S CENTRE CIC

(CIC Limited by Guarantee, Schedule 1, Small Membership)

¹ On articles of association generally, see [Part 5] of the Regulator's information and guidance notes. If you are an existing company wishing to become a community interest company, there is no need to adopt completely new articles, but you must comply with the requirements of the Community Interest Company Regulations 2005 (as amended) ("the Regulations") by including the provisions set out in Schedule 1 to the Regulations in the articles of your company.

The Companies Act 2006
Community Interest Company Limited by Guarantee

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The Companies Act 2006

Articles of Association

of

SARAH WOMEN'S CENTRE CIC

INTERPRETATION

1. Defined Terms

- 1.1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company is to be a community interest company.

3. Asset Lock²

- 3.1 The Company shall not transfer any of its assets other than for full consideration.

- 3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

- (a) the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and
- (b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body.

- 3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the memorandum or Articles of the Company.

- 3.4 If:

3.4.1 the Company is wound up under the Insolvency Act 1986; and

3.4.2 all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

- 3.5 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name: []

² See [Part 6] of the Regulator's information and guidance notes. Inclusion of the provisions contained in article 3.1 to 3.3 is mandatory, reflecting sub-paragraphs (1) to (3) of paragraph 1 of Schedule 1 to the Regulations

(Please note that a community interest company cannot nominate itself as the asset locked body. It also cannot nominate a non-asset locked body. An asset locked body is defined as a CIC or charity, a permitted society or non-UK based equivalent.)

Charity Registration Number (if applicable): []

Company Registration Number (if applicable): []

Registered Office: []³

4. Not for profit

- 4.1 The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects⁴

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to [].

6. Powers

- 6.1 To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

7. Liability of members⁵

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 7.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

³ See regulation 23 of the Regulations and [Parts 6 and 10] of the Regulator's information and guidance notes. If the company does not specify that the remaining residual assets are to be transferred to a particular Asset Locked Body, an appropriate recipient will be chosen by the Regulator, in consultation with the company's directors and members.

⁴ On the specification of the company's objects, see [Part 5] of the Regulator's information and guidance notes

⁵ On limited liability, see [Part 3] of the Regulator's information and guidance notes. On guarantees generally see [Chapter 3.2] of the Regulator's information and guidance notes.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES⁶

8. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

9. Members' reserve power

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

10. Chair

The Directors may appoint one of their number to be the chair of the Directors for such term of office as they determine and may at any time remove him or her from office.

11. Directors may delegate⁷

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company:
 - 11.1.1 to such person or committee;
 - 11.1.2 by such means (including by power of attorney);
 - 11.1.3 to such an extent;
 - 11.1.4 in relation to such matters or territories; and
 - 11.1.5 on such terms and conditions;

⁶ Note that although this model constitution assumes that all Directors are Members and all Members are Directors, and the Directors are given wide powers, under the Articles (and company law more generally) there are still some decisions which Members must make as Members (either in general meeting under the Companies Act 2006 (article 28.2), or by written resolution in accordance with article 29). [See in general the Companies House guidance booklet, "Resolutions" (available online at <http://www.companieshouse.gov.uk/about/gbhtml/gba7.shtml>).].

⁷ Article 11 permits the Directors to delegate any of their functions. Delegation may take the form of, for instance, the Directors giving a managing director general authority to run the company's day to day business, or responsibility for specific matters being delegated to particular directors (e.g. financial matters to a finance director); or it may be equally appropriate to delegate matters to persons other than Directors. In all cases, it is important to remember that delegation does not absolve Directors of their general duties towards the company and their overall responsibility for its management. This means that, amongst other things, Directors must be satisfied that those to whom responsibilities are delegated are competent to carry them out.

as they think fit.

- 11.2 If the Directors so specify, any such delegation of this power may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively⁸

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 18. [In the event of the Company having only one Director, a majority decision is made when that single Director makes a decision.]

13. Calling a Directors' meeting

- 13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.
- 13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 13.2.1 all the Directors agree; or
 - 13.2.2 urgent circumstances require shorter notice.
- 13.3 Notice of Directors' meetings must be given to each Director.
- 13.4 Every notice calling a Directors' meeting must specify:
 - 13.4.1 the place, day and time of the meeting; and
 - 13.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.5 Notice of Directors' meetings need not be in Writing.
- 13.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

14. Participation in Directors' meetings

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

⁸ Article 12 states that the Directors must make decisions by majority at a meeting in accordance with article 14; or unanimously if taken in accordance with article 18.

- 14.1.1 the meeting has been called and takes place in accordance with the Articles;
and
- 14.1.2 they can each communicate to the others any information or opinions they
have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is
irrelevant where any Director is or how they communicate with each other.⁹
- 14.3 If all the Directors participating in a meeting are not in the same place, they may
decide that the meeting is to be treated as taking place wherever any of them is.
- 15. Quorum for Directors' meetings¹⁰**
 - 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted
on, except a proposal to call another meeting.
 - 15.2 The quorum for Directors' meetings may be fixed from time to time by a decision of
the Directors, but it must never be less than two, and unless otherwise fixed it is
[two].
 - 15.3 If the total number of Directors for the time being is less than the quorum required,
the Directors must not take any decision other than a decision:
 - 15.3.1 to appoint further Directors; or
 - 15.3.2 to call a general meeting so as to enable the members to appoint further
Directors.
- 16. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors
present shall preside as chair of each Directors' meeting.
- 17. Decision-making at meetings¹¹**
 - 17.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.
 - 17.2 In all proceedings of Directors each Director must not have more than one vote.¹²
 - 17.3 In case of an equality of votes, the Chair shall have a second or casting vote.

⁹ Article 14.2 is designed to facilitate the taking of decisions by the directors communicating via telephone or video conference calls. Note the requirement to keep a written record of meetings and decisions (article 32).

¹⁰ The quorum may be fixed in absolute terms (e.g. "two Directors") or as a proportion of the total number of Directors (e.g. "one third of the total number of Directors"). You may even wish to stipulate that particular named Directors, or Directors representing particular stakeholder interests, must be present to constitute a quorum.

¹¹ Article 17 reflects paragraph 4 of Schedule 1 to the Regulations, which is required to be included in the articles of all community interest companies.

¹² You may wish to include a provision which gives the chair of the board a casting vote. This will enable the directors to resolve any deadlock at board level.

18. Decisions without a meeting¹³

- 18.1 The Directors may take a unanimous decision without a Directors' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.
- 18.2 A decision which is made in accordance with Article 18.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 18.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Directors;
 - 18.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 18.2;
 - 18.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - 18.2.4 the Recipient must prepare a minute of the decision in accordance with Article 32.

19. Conflicts of interest¹⁴

- 19.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 19.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 19.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 18 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 20, he or she must:
- 19.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 19.3.2 not be counted in the quorum for that part of the meeting; and

¹³ Article 18 is designed to facilitate the taking of decisions by directors following discussions in the form of, for example, email exchanges copied to all the directors. Note the requirements as to recording the decision in articles 18.2 and 32.

¹⁴ The provisions in articles 19 and 20 reflect the position under the Companies Act 2006. However, it is recommended that, as a matter of good practice, all actual and potential conflicts of interest are disclosed in writing or at a meeting, as the case may be.

19.3.3 withdraw during the vote and have no vote on the matter.

- 19.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

20. Directors' power to authorise a conflict of interest

- 20.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

20.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 19.3;

20.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

20.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation.

- 20.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 20.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

- 20.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 20.1 (subject to any limits or conditions to which such approval was subject).

21. Register of Directors' interests

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

APPOINTMENT AND RETIREMENT OF DIRECTORS¹⁵

22. Methods of appointing Directors

¹⁵ Private companies are obliged to have at least one director. Provisions can be inserted into the articles providing for a minimum number of directors. Where the company has just one director, that director must be a natural person. Article 12 notes that, where there is only one director, a majority decision is reached when that director makes a decision. In the case of a single director, the quorum provisions (article 15) will need to be amended accordingly.

22.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors.

22.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors.

23. Termination of Director's appointment¹⁶

A person ceases to be a Director as soon as:

- (a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- (b) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect); or
- (e) the Director fails to attend three consecutive meetings of the Directors and the Directors resolve that the Director be removed for this reason.
- (f) the Director ceases to be a member.

24. Directors' remuneration¹⁷

24.1 Directors may undertake any services for the Company that the Directors decide.

24.2 Directors are entitled to such remuneration as the Directors determine:

- (a) for their services to the Company as Directors; and
- (b) for any other service which they undertake for the Company.

24.3 Subject to the Articles, a Director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

¹⁶ The board of directors cannot remove a director other than in accordance with the provisions in article 23 and the Companies Act 2006.

¹⁷ See the guidance on directors' remuneration in [Part 9] of the Regulator's information and guidance notes.

24.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

24.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

25. Directors' expenses

25.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

MEMBERS¹⁸

BECOMING AND CEASING TO BE A MEMBER¹⁹

26. Becoming a member²⁰

26.1 The subscribers to the Memorandum are the first members of the Company.

26.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.

26.3 Each member of the company shall be a Director.

26.4 No person shall be admitted a member of the Company unless he or she is approved by the Directors.

¹⁸ See section 112 of the Companies Act 2006. A company's members are (i) the subscribers to its memorandum; and (ii) every other person who agrees to become a member of the company and whose name is entered in its register of members.

¹⁹ There is no need for all those who wish to become Members to subscribe to the Memorandum on incorporation; they can become Members and be entered in the register of Members after the company has been formed. However, since this model constitution assumes that all Members are also Directors, all Members will also have to be validly appointed as Directors under article 22.

²⁰ Inclusion of the provisions in article 26 (other than 26.3) is mandatory and reflects paragraphs 2(1)-(4) of Schedule 1 to the Regulations. [Directors should ensure that the information to be included on an application form includes all the information which will be required to fill in Companies House Form [288a] on the appointment of the new Member as a Director (see: <http://www.companieshouse.gov.uk/forms/generalForms/288A.pdf>).] Article 26.3 provides that the Directors are also members of the company.

- 26.5 Every person who wishes to become a member shall deliver to the company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.

27. Termination of membership²¹

- 27.1 Membership is not transferable to anyone else.

- 27.2 Membership is terminated if:

27.2.1 the member dies or ceases to exist;

27.2.2 otherwise in accordance with the Articles; or

27.2.3 a member ceases to be a Director.

DECISION MAKING BY MEMBERS

28. Members' meetings²²

- 28.1 The Directors may call a general meeting at any time.

- 28.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.²³

- 28.3 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.²⁴

- 28.4 Article 28.3 shall not prevent a person who is a proxy for a member or a duly authorised representative of a member from voting at a general meeting of the Company.

29. Written resolutions

- 29.1 Subject to Article 29.3, a written resolution of the Company passed in accordance with this Article 29 shall have effect as if passed by the Company in general meeting:

29.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

²¹ Inclusion of the provisions of article 27.1 and 27.2.1 – 27.2.2 (reflecting sub-paragraphs (5) and (6) of paragraph 2 of Schedule 1 to the Regulations), is mandatory.

²² The Companies Act 2006 has removed the need for private companies to hold annual general meetings and therefore these Articles follow suit; however, if you wish, you can insert an additional provision which obliges the company to hold annual general meetings.

²³ Article 28.2 provides that general meetings must be held in accordance with the provisions of the Companies Act 2006. You may insert additional provisions that specify how many Members are required to be present to hold a valid general meeting. The quorum may be fixed in absolute terms (e.g. "four Members") or as a proportion of the total number of Members (e.g. "three quarters of the Members from time to time"). You may even wish to stipulate that particular named Members, or Members representing particular stakeholder interests, must be present to constitute a quorum. In any event, it is recommended that the quorum should never be less than half of the total number of Members.

²⁴ Inclusion of the provisions of article 28.3 (reflecting paragraph 3(1) of Schedule 1 to the Regulations) is mandatory.

- 29.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 29.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 29.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 29.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 29.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 29.5.1 If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.
- 29.5.2 If the Document is sent to the Company by Electronic Means, it is authenticated [if it bears the member's signature] or [if the identity of the member is confirmed in a manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means].
- 29.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 29.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30. Means of communication to be used

- 30.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 30.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by

the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.

- 30.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

31. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

32. Minutes

- 32.1 The Directors must cause minutes to be made in books kept for the purpose:

32.1.1 of all appointments of officers made by the Directors;

32.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

32.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

- 32.2 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

33. Records and accounts²⁵

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

- 33.1 annual reports;

- 33.2 annual returns; and

²⁵ See the Companies House guidance booklet, "Accounts and Accounting Reference Dates" (available online at <http://www.companies-house.gov.uk/about/gbhtml/gba3.shtml>).] On the annual community interest company report, see [Part 8] of the Regulator's information and guidance notes.

33.3 annual statements of account.

33.4 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

34. Indemnity

34.1 Subject to Article 34.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an associated company.

34.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

34.3 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an associated company.

35. Insurance

35.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

35.2 In this Article:

- (a) a "relevant Director" means any Director or former Director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

36. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<u>Term</u>	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
1.2 “Articles”	the Company’s articles of association;
1.3 “asset-locked body”	means (i) a community interest company, a charity ²⁶ or a Permitted Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
1.4 “bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
1.5 “Chair”	has the meaning given in Article 10;
1.6 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8 “community”	is to be construed in accordance with accordance with Section 35(5) of the Company’s (Audit) Investigations and Community Enterprise) Act 2004;
1.9 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.10 “Company”	[] [Community Interest Company/C.I.C.];
1.11 “Conflict of Interest”	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that

²⁶ Section 1(1) of the Charities Act 2006 defines “charity” as an institution which “is established for charitable purposes only, and falls to be subject to the control of the High Court in the exercise of its jurisdiction with respect to charities.”.

	conflicts, or might conflict with the interests of the Company;
1.12 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.13 “Document”	includes, unless otherwise indicated, any document sent or supplied in Electronic Form;
1.14 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15 “Hard Copy Form”	has the meaning given to it in the Companies Act 2006;
1.16 “Memorandum”	the Company’s memorandum of association;
1.17 “participate”	in relation to a Directors’ meeting, has the meaning given in Article 14;
1.18 “Permitted Registered Society”	<p>“Registered Society” means –</p> <ul style="list-style-type: none"> (a) a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or (b) a society registered or deemed to be registered under the Industrial and Provident Societies Act (Northern Ireland) 1969;”
1.19 “the Regulator”	means the Regulator of Community Interest Companies;
1.20 “Secretary”	the secretary of the Company (if any);
1.21 “specified”	means specified in the articles of association of the Company for the purposes of this paragraph;
1.22 “subsidiary”	has the meaning given in section 1159 of the Companies Act 2006;
1.23 “transfer”	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and
1.24 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. **Subject to clause 3** of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company.

Please ensure this form is placed at the top of your application, if posted to Companies House, and the Company Name is consistent throughout all documents

CIC 36

Declarations on Formation of a Community Interest Company

<i>Please complete in typescript, or in bold black capitals.</i>	Company Name in full		
		Sarah Women's Centre	
		Community Interest Company	

Please complete in typescript, or in bold black capitals.	Company Name in full		SARAH WOMEN'S CENTRE
		Community Interest Company	
SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries <ul style="list-style-type: none"> We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community. <u>[Insert a short description of the community, or section of the community, which it is intended that the company will benefit below]</u> <p><i>The company's activities will provide benefit to women of all ages, backgrounds and circumstances, survivors of domestic abuse. Our mission is to serve as a hub for women in the local community, providing comprehensive support, fostering healing, and independence as well as a wide range of services, programs and resources to meet the needs of women in our local area. We also focus on educating and empowering women through skill-building workshops and employment assistance, ensuring they regain independence, confidence, and reduce social isolation and loneliness. Our goal is to provide a secure haven where women can heal, grow, and rebuild their lives free from violence and fear.</i></p>			
COMPANY NAME		SARAH WOMEN'S CENTRE	

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible as to what the company is being set up to do. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
<p>1. Comprehensive domestic violence services: counselling, legal aid, and support programs.</p> <p>2. Counselling in the areas of Welfare Rights Advice, Housing Support, Health and Wellbeing Support.</p>	<p>Providing Safety and Support: The Sarah Women's Centre offers a safe haven for domestic violence survivors, ensuring their physical and emotional safety. Survivors can access counselling, legal assistance, allowing them to escape abusive situations. This not only protects the individuals directly involved but also contributes to a safer community. When survivors are protected, there is a reduced risk of violence spilling over into public spaces, schools, workplaces.</p> <p>Breaking the Cycle of Abuse: Domestic violence often follows a generational pattern, where children who witness or experience abuse are more likely to become abusers or victims in the future. The Sarah Women's Centre focuses on breaking this cycle. By providing counselling and support to survivors, it helps them heal and learn healthy relationship dynamics. As a result, future generations in the community are less likely to perpetuate the cycle of abuse.</p> <p>Community Education and Awareness: The center can organize workshops, seminars, and awareness campaigns about domestic violence. By educating the community about the signs of abuse, available resources, and how to help survivors, the center helps create a more informed and empathetic community. When people are aware of domestic violence issues, they are more likely to intervene and support survivors.</p> <p>Economic Empowerment: Many domestic violence survivors face financial constraints due to their abusers' control or forced isolation. The Sarah Women's Center can offer job training, financial literacy programs, and access to resources like housing and childcare services. This not only empowers survivors to regain their independence but also reduces the financial burden on the community's social services.</p> <p>Reducing Healthcare Costs: Domestic violence often leads to physical and mental health problems, resulting in higher healthcare costs. By providing support and counselling to survivors, the center can reduce the long-term healthcare burden on the community. This frees up resources for other community health initiatives.</p> <p>Legal Advocacy: The center can assist survivors with legal matters, such as obtaining restraining orders or pursuing legal action against their abusers. By ensuring that the legal system is accessible to survivors, it promotes a safer environment and holds perpetrators</p>

	accountable, sending a clear message that domestic violence will not be tolerated in our community.
3. A bilingual advisors will be available for citizens that do not speak English as a primary language.	<p>Enhanced Communication: Domestic violence survivors who may not be fluent in English can effectively communicate their needs and concerns, ensuring they receive appropriate support and services.</p> <p>Cultural Sensitivity: Bilingual advisors can better understand the cultural nuances and specific challenges faced by survivors from diverse backgrounds, making them more sensitive and responsive to their unique needs.</p> <p>Increased Access to Services: By eliminating language barriers, survivors are more likely to seek help and access available services, contributing to their safety and well-being.</p> <p>Community Inclusivity: The presence of bilingual advisors promotes inclusivity within the community, making it clear that support is available for everyone, regardless of their language proficiency.</p> <p>Preventing Isolation: Domestic violence survivors often face isolation due to language barriers. Bilingual advisors help survivors connect with the community, support networks, and resources, reducing their isolation.</p> <p>Trust and Comfort: Survivors may feel more comfortable and trust the services offered when they can communicate in their native language, which can lead to more successful outcomes in their recovery.</p> <p>Community Cohesion: A community that accommodates diverse language needs fosters a sense of cohesion and support, strengthening social bonds and mutual understanding.</p> <p>In essence, bilingual advisors not only facilitate access to services for domestic violence survivors but also promote a more inclusive and culturally aware community, ultimately improving the well-being and safety of all residents.</p>
<p>If the company makes any surplus, it will be used for... (If donating or fundraising for charities, please include the wording 'with the consent of the CIC Regulator')</p> <p>Sarah Women's Centre would use any surplus made in various ways. Program Expansion: Surplus funds can be reinvested into organisation's core programs and services. This can help the Sarah Women's Centre expand its support for domestic violence survivors, offer more services, or reach a wider community. Capacity Building: Funds may be used to strengthen the organisation's capacity. This includes investing in staff training, infrastructure improvements, and technology upgrades to enhance the organisation's ability to fulfill its mission effectively. Emergency Fund: Reserve to cover unexpected expenses, such as emergencies or unexpected fluctuations in funding. Surplus funds can contribute to building or replenishing these emergency funds. Sustainability: Funds can ensure the long-term sustainability of the organisation. This might involve setting aside funds for future years when fundraising or grant opportunities may be more limited. Community Outreach: The surplus could be used for community outreach and awareness programs, such as public education campaigns about domestic violence, which can help prevent and address the issue in the community. Staff Compensation: Surplus funds could be used to offer competitive salaries or benefits to retain and attract talented employees. Community Partnerships: Collaborating with other organisations and agencies to enhance the support network for domestic violence survivors can be facilitated using surplus funds. Capacity to Serve More: Surplus funds could be invested in increasing the organisation's ability to serve more individuals by, for example, expanding its facilities or resources. Reserve for Future Needs: Establishing a reserve for future capital projects, such as a new shelter or counseling center, can be funded with surplus funds.</p>	

(Please continue on separate sheet if necessary.)

COMPANY NAME	Sarah Women's Centre
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SECTION C:

- We/I, the undersigned, declare that the company in respect of which this application is made will not be:
 - (a) a political party;
 - (b) a political campaigning organisation; or
 - (c) a subsidiary of a political party or of a political campaigning organisation.



SECTION D:

If this section is not completed your application will be rejected.

TYPED NAMES ARE NOT ACCEPTABLE AND WILL BE REJECTED

Each person
who is a
director of the
company **must**
sign the
declarations.

[Signed or
scanned
signatures
are allowed.]

Signed		Date	16/10/23
Signed	Namocha	Date	16/10/23
Signed		Date	16/10/23
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

You do not have to give any contact
information in the box opposite but if
you do, it will help the Registrar of
Companies to contact you if there is
a query on the form. The contact
information that you give will be
visible to searchers of the public
record.

Tel	
DX Number	DX Exchange

CIC36/CIC37

Continuation Sheet

COMPANY NAME	Sarah Women's Center
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SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET

Please indicate how it is proposed that the company's activities will benefit the community or a section of the community. Please provide as much detail as possible as to what the company is being set up to do. We would find it useful if you explained how, you think your company will be different from a commercial company providing similar services or products for individual, personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
<p>4. Craft Therapies Program, utilising craft forms such as crochet, cross stitch, embroidery, weave, punch needle etc, as a path to recovery and resilience and to support mental health.</p>	<p>A Craft Therapies Program can offer numerous benefits to both the community and domestic violence survivors:</p> <p>Emotional Outlet: Crafting provides a creative and constructive outlet for emotions, allowing individuals to express themselves in a non-verbal way, which can be especially helpful for survivors of domestic violence. Stress Reduction: Engaging in crafts can reduce stress and anxiety, promoting emotional well-being. For survivors, this can be crucial in coping with trauma and moving towards recovery. Community Building: Participation in crafting activities fosters a sense of belonging and support, creating a community of individuals who share similar experiences. This can be comforting and therapeutic.</p> <p>Skill Development: Learning and mastering craft skills can boost confidence and a sense of achievement, which is essential for survivors rebuilding their lives. Distraction and Focus: Crafting provides a healthy distraction from negative thoughts, helping survivors focus on a positive and productive activity. Empowerment: Creating something with one's hands can be empowering, helping survivors regain a sense of control over their lives. Social Support: The program can create a safe and supportive environment where survivors can connect with others, share stories, and receive encouragement. Awareness and Education: The program can also raise awareness about domestic violence and promote education within the community.</p> <p>In summary, a Craft Therapies Program has the potential to contribute significantly to the mental and emotional well-being of domestic violence survivors while fostering a sense of community and understanding in the broader community. It provides an avenue for healing, empowerment, and resilience, helping survivors on their path to recovery.</p>

<p>5. Cognitive Behavioral therapy coaching.</p>	<p>Offering Cognitive Behavioral Therapy (CBT) coaching at Sarah's Women's Center can bring several significant benefits to both domestic violence survivors and the community as a whole:</p> <p>Empowerment and Healing for Survivors: CBT can help survivors understand the connection between their thoughts, emotions, and behaviours, empowering them to recognize and change destructive thought patterns. It provides survivors with effective coping strategies to manage their emotional responses to trauma, which can be particularly helpful in the aftermath of domestic violence.</p> <p>Improved Mental Health and Resilience: CBT is evidence-based and has been shown to be effective in treating conditions like depression, anxiety, and post-traumatic stress disorder (PTSD) – all of which are common among domestic violence survivors. By improving mental health, survivors become more resilient and better equipped to rebuild their lives.</p> <p>Community Education and Awareness: Offering CBT coaching at a community centre like Sarah's can raise awareness about the psychological impact of domestic violence. It can help community members and survivors alike understand the importance of mental health support in the recovery process.</p> <p>Reduced Recidivism: By addressing the root causes of abusive behaviours, CBT can play a role in reducing the likelihood of perpetrators repeating their abusive actions. This contributes to the safety and well-being of survivors and the community.</p> <p>Enhanced Communication Skills: CBT can improve survivors' communication and conflict resolution skills, which is valuable in rebuilding relationships and preventing future instances of domestic violence.</p> <p>Strengthened Support Networks: CBT can be offered in group settings, fostering a sense of community and support among survivors who share similar experiences.</p> <p>Preventative Education: By addressing the psychological aspects of domestic violence, CBT can be a preventative tool by helping individuals recognize early signs of abuse and seek help sooner.</p> <p>Long-term Positive Impact: Equipping survivors with CBT skills can have a lasting impact on their well-being, potentially breaking the cycle of violence for future generations.</p> <p>In summary, providing CBT coaching at Sarah's Women's Center not only benefits individual survivors by improving their mental health and resilience but also contributes to a safer and more informed community. It addresses the psychological aspects of domestic violence, helps prevent future violence, and fosters a supportive and educated community network.</p>
<p>Activities (Tell us here what the company is being set up to do)</p>	<p>How will the activity benefit the community? (The community will benefit by...)</p>

<p>6. Occupational Therapy assessments for aids and adaptations for clients' needs.</p>	<p>Occupational Therapy assessments for aids and adaptations can provide significant benefits to both women in the community and domestic violence survivors, as well as the community as a whole:</p> <p>Improved Quality of Life for Women in the Community: Occupational therapy assessments can help women of all backgrounds, including those not directly affected by domestic violence, to lead more independent and fulfilling lives. They can receive assistance in adapting their living spaces to better suit their needs, addressing physical or mental health challenges, and promoting overall well-being.</p> <p>Empowerment and Inclusion: These assessments promote empowerment by helping women gain independence and control over their daily lives. This is especially crucial for survivors of domestic violence, as it can be a significant step toward healing and recovery.</p> <p>Increased Safety and Security: Occupational therapists can assess safety risks within living environments and recommend adaptations that enhance the safety and security of women in the community. This is beneficial not only for survivors but for everyone's well-being.</p> <p>Community Education and Awareness: The presence of occupational therapy services can raise awareness about the importance of creating safe, accessible living spaces and addressing the unique needs of various community members.</p> <p>Community Support and Solidarity: By offering these services, the community demonstrates its commitment to supporting all members, including survivors of domestic violence. This can foster a sense of solidarity and mutual support within the community.</p> <p>Preventive Measures: The assessments can identify potential safety hazards and make necessary modifications, thus preventing accidents and injuries, which is crucial for community well-being.</p> <p>Inclusive and Supportive Community: The availability of occupational therapy services signals a community that values the well-being of all its members. This promotes inclusivity and support for women of all backgrounds.</p> <p>Long-term Impact: Occupational therapy assessments can have a lasting impact by ensuring that community members have the tools and support they need to lead more independent and healthier lives, contributing to the overall well-being of the community.</p> <p>In summary, Occupational Therapy assessments for aids and adaptations benefit women in the community, domestic violence survivors, and the community as a whole by promoting empowerment, safety, inclusion, and overall well-being. These services contribute to creating a safer, more supportive, and resilient community that values the diverse needs of its members.</p>
<p>7. Life and employment-seeking</p>	<p>Life and employment-seeking skill programs at Sarah Women's Center can provide substantial benefits to women in the community, domestic violence survivors, and the community in general:</p> <p>Empowerment and Independence for Women in the Community: Skill programs empower women by teaching them valuable life and employment skills. This can boost their self-confidence, help them become more self-reliant, and improve their overall quality of life.</p> <p>Reintegration and Recovery for Domestic Violence Survivors: These programs play a critical role in helping survivors of domestic violence regain their independence. By acquiring employable skills, they</p>

<p>skill programs.</p>	<p>can work towards financial independence and break free from patterns of abuse. Economic Stability: Skill programs improve the employability of women in the community, including survivors, which can lead to greater economic stability. Financial independence is a key factor in reducing the risk of domestic violence and enhancing the overall well-being of women. Community Development: An increased number of skilled and employed women benefits the community as a whole. They can contribute to the local workforce and economy, potentially reducing the burden on social services and enhancing the community's financial health. Reduction in Dependency: Skill programs help women become less dependent on others for their needs, reducing vulnerability and the risk of being trapped in abusive relationships. Enhanced Life Skills: Sarah Women's Centre programs typically offer a range of life skills training, including financial literacy, communication, and conflict resolution, which can benefit women in their personal and professional lives. Community Support and Solidarity: Skill programs demonstrate the community's commitment to supporting its members, including survivors of domestic violence. This fosters a sense of solidarity and mutual support. Preventive Measures: By equipping women with valuable skills and independence, these programs can act as a preventive measure by reducing factors that contribute to domestic violence and dependency. Community Prosperity: A community with a skilled and employed female workforce can experience increased prosperity, as it benefits from a diversified workforce and a more equitable distribution of resources. In summary, life and employment-seeking skill programs empower women in the community, provide domestic violence survivors with a path to independence, and contribute to the overall well-being and prosperity of the community. These programs have the potential to break the cycle of abuse, enhance economic stability, and promote personal and collective growth.</p>
<p>If the company makes any surplus it will be used for...</p>	